



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2956MVRM 1

EFFECTIVE BEGIN DATE: 10-03-2005
EXPIRATION DATE: 09-30-2006
PAGE: 1 of 4

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

Rackmount Solutions Inc
915 S Jupiter Rd
PO Box 451537
Garland, TX 75042
USA

VENDOR CONTACT:

Deborah Petty
PHONE: 972-272-6631 EXT:
EMAIL: dpetty@rackmountsolutions.net
VENDOR #: 06170339300

DESCRIPTION OF ITEMS CONTRACTED

Computer Racks per Bid BD80500S363 attached.
THIS MA DOCUMENT FOR PAYMENT PURPOSES ONLY
SEE ACTUAL SIGNED CONTRACT ATTACHED.

RENEWAL PERIODS

FROM 10-01-2006 TO 09-30-2007
FROM 10-01-2007 TO 09-30-2008
FROM 10-01-2008 TO 09-30-2009
FROM 10-01-2009 TO 09-30-2010
FROM 10-01-2010 TO 09-30-2011

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		2046459	\$0.000000
			RACKS, COMPUTER EQUIPMENT	\$0.000000



**STATE OF IOWA
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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N60

NET 60 DAYS



Department of Administrative Services
General Services Enterprise

Date: September 29, 2005

1305 East Walnut Street
Hoover State Office Building, Level A
Des Moines, IA 50319-0105

CONTRACT AGREEMENT
No. CT2956MVRM

SHORT FORM CONTRACT

Vendor	3	
Rackmount Solutions, Inc.	3	General Contract available
PO Box 451537	3	to all State Agencies and
Garland, TX 75045	"	political subdivisions.

CONTRACT PERIOD - Effective 10-03-05 Terminates 09-30-06

DESCRIPTION OF ITEMS CONTRACTED

Contract for COMPUTER RACKS AND ACCESSORIES AS LISTED BELOW pursuant to the specifications, terms and conditions of Bid No. BD80500S363 dated 07-15-2005 and vendor's proposal on file with The Department of Administrative Services, GSE Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105. This contract may be mutually renewed on an annual basis pending satisfactory contractor performance and price stability. Total contract term can not exceed six years.

This contract does not guarantee the contractor any certain volume of sales.

Invoice prices can not exceed those stated unless the contract is formally amended to adjust stated prices for changes in shipping costs.

SERVER CAB 38.5" X 24" X 79.5" RACK 42U FRAME & RAILS P731936-4L.....\$ 717.50 EA
14 gage steel, 1800 lb load rating. Standard delivery: 10 days ARO.

OPTIONS FOR ABOVE:

Steel Lacing or Mounting Straps PCMC73-V-2 (set of 2).....	\$ 108.40 EA
Power Strip, 70" Vertical PS7015a.....	\$ 75.10 EA
Sliding Shelf 19" X 27" with mounting hardware SS1927.....	\$ 106.61 EA
Front or Rear Keyed Door, Perforated PPD7319.....	\$ 176.25 EA
Front or Rear Keyed Door, Solid PD7319.....	\$ 138.30 EA
Side Panel, Perforated PPSP7336QR-L.....	\$ 184.30 EA
Side Panel, Solid PSP7336QR-L.....	\$ 99.70 EA
Roof-mounted Fan Tray PFTP1926-2105.....	\$ 122.20 EA
Grounding Strap or Bus Bar PBB73.....	\$ 130.85 EA
Stabilizing or Anti-tip Plate PATP-19.....	\$ 46.30 EA
OTHER.....	Mfg Suggested Retail List Price less 10% discount.

TERMS AND CONDITIONS INCLUDE:

- A. PRICE FOR RACK ASSEMBLY IS FOB DESTINATION anywhere within Iowa, ship point to final location, all shipping and handling costs included. All delivery charges shall be to the account of the vendor whenever possible. If not, all delivery charges shall be reimbursed to the

State of Iowa. OPTIONS ORDERED SEPARATELY WILL INCUR ADDITIONAL SHIPPING CHARGES.

- B. REMEDIES UPON DEFAULT - In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.
- C. FORCE MAJEURE - Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.
- D. SUBCONTRACTORS - The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.
- E. TERMINATION-NON-APPROPRIATION - Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.
- F. IMMUNITY OF STATE/FED AGENCIES - The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.
- G. ASSIGNMENT - Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.
- H. ANTI-TRUST ASSIGNMENT - For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.
- I. DELIVERY - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may

result in cancellation of an order or termination of a contract at the option of the State.

- J. DELIVERY CHARGES - All delivery charges shall be to the account of the vendor whenever possible. If not, all delivery charges shall be reimbursed to the State of Iowa.
- K. NOTICE OF REJECTION - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within 48 hours after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.
- L. DISPOSITION OF REJECTED ITEM - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- M. TESTING AFTER DELIVERY - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.
- N. TITLE TO GOODS - The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances. Title to goods and Risk of loss/damage transfers from seller to buyer after delivery and the acceptance by buyer.
- O. INDEMNIFICATION - To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.
- P. NONDISCRIMINATION - The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.
- Q. WARRANTY - The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314. ALL PRODUCT CARRIES FULL USA OEM WARRANTY
- R. TAXES - The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.
- S. HAZARDOUS MATERIAL - All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.
- T. PUBLIC RECORDS - The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.
- U. JURISDICTION - The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and

all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

- V. RECORDS RETENTION - The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.
- W. INDEPENDENT CONTRACTOR - The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.
- X. PAYMENTS - Payments via EFT or credit card is acceptable.

FOB POINT	DESTINATION
PAYMENT TERMS:	N60 days
VENDOR CONTACT:	Deborah Petty, Sr. Account Mgr.
VENDOR PHONE:	866-207-6631 Toll Free
VENDOR FAX:	972-276-6484
VENDOR EMAIL:	dpetty@rackmountsolutions.com
VENDOR I.D. NO.:	06170339300

PURCHASING CONTACT:	Ashley Super
PURCHASING PHONE:	515-281-7073
PURCHASING FAX:	515-242-5974
PURCHASING EMAIL:	Ashley.super@iowa.gov

COMMODITY	UNIT COST	UNIT / DESCRIPTION
2046459	0.000000	See Above

Purchase Orders to show reference to above Contract Number

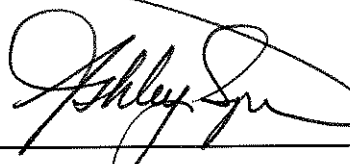
IN WITNESS WHEREOF, the parties have executed this agreement as of the date of signature by State of Iowa below.

For STATE OF IOWA:

Ashley Super, PA III
Department of Admin Services

For RACKMOUNT SOLUTIONS, INC.:

Name: Deborah Petty
Title: Sr. Sales Mgr

 9/30/05
Signature Date

 9-28-05
Signature Date



September 28, 2005

Department of Administrative Services
General Services Enterprise
1305 East Walnut Street
Hoover State Office Building, Level A
Des Moines, IA 50319-0105

Attn: Ms. Ashley Super

Rackmount Solutions is pleased to offer the state of Iowa one of the finest rackmount server cabinets currently being made in the U.S. Designed specifically for your requested needs, we appreciate your confidence in our products by awarding this contract.

In addition to the server rack and accessories listed in this contract, we are pleased to offer a discount of 10% on any of the other products listed on our website at www.rackmountsolutions.net.

Rackmount Solutions is an industry leader in supplying server racks, server cabinets, wallmount racks, network racks, LAN racks, portable rackmount cases and accessory products for the IT/Network professional. We deliver rackmount storage solutions for 19", 23", 24" and 28" wide equipment. We pride ourselves in providing quality customer service.

Our goal is to listen to the IT Engineer's specific needs and deliver superb quality, high performance products through continuous product innovation and operational excellence. We develop, manufacture and source products. Our professional IT sales staff is salaried. You'll never be encouraged to purchase a product to meet a sales or territory quota.

Our GSA contract # GS-35F-0208R offers additional products available at the city and state level. We're here to help. We're happy to help.

A handwritten signature in black ink that reads 'Deborah Petty'. The signature is fluid and cursive, with the first name 'Deborah' being more prominent than the last name 'Petty'.

Deborah Petty
Senior Sales Manager
dpetty@rackmountsolutions.net
www.rackmountsolutions.net

Rackmount Solutions, Ltd. | 1-866-207-6631 | Fax 972-276-6484

Rackmount Solutions, Ltd. holds GSA Contract # GS-35F-0208R for IT 70 and is an approved vendor on ITSS (IT Solutions Acquisitions System)
WBENC Certified WBE Enterprise NAICS CODE: 334112 / SIC CODE: 3572 COMPUTER STORAGE DEVICES



August 12, 2005

Ashley Super, PAIII
Iowa Department of Administrative Services, GSE
Hoover State Office Bldg, Level A
Des Moines, IA 50319

Ref: RFSB # BD80500S363

Dear Ashley,

Please find our quote #26666 attached for the State of Iowa Computer Rack Contract. Rackmount Solutions' uses manufacturing facilities with ISO 9002 quality ratings and offers a superb product, well made and meeting all industry standards, built to our specifications.

Our cabinet and components are equal to or better than the WrightLine Vantage frame and options as specified.

1. Cabinet provides a secure, managed environment for computer, networking and storage equipment;
2. Our cabinet conforms to the EIA 310D standard for cabinets, racks, panels and associated equipment.
3. Our cabinet is designed with four vertical posts that provide the structural integrity of the cabinet. Rackmount equipment can be installed on four separate vertical mounting rails.
4. All plastic components comply with UL spec 94 with V-1 rating or better.
5. Our cabinet has no burs along any surface and all welded joints are ground and free from weld spatter.
6. Our cabinet design is flexible, allowing the end user to customize with different doors, side panels, tops, etc in the field, or ordered as a complete configuration, at the customer's option.
7. All major cabinet components have a ground stud, enabling the unit to tie into a system ground.
8. All electrical options or accessories are UL/CSA recognized or approved.
9. The cabinet design meets or exceeds all third-party rack requirements for the major server manufacturers. There will be no rackmount compatibility problems.
10. Our unit has 42u usable rack units, defined as 1.75" for racking unit
11. Our rack rails are standard EIA 310d 19" compliant and support all 19" rackmount equipment.
12. Our cabinet supports 1,800 lbs, as opposed your request for 1,500 lbs.
13. The frame is constructed of 14 gauge steel. No aluminum. All options can be attached easily in the field without disruption to existing, pre-installed equipment. Leveling feet are preinstalled.

14. Our vertical mounting rails are constructed of 14 gauge steel. They have square mounting holes AND 10-32 holes. Your user can select which meets his requirements best, in the field. U spaces are clearly marked and numbered per your specifications.
15. The front door has a handle lock and is perforated, with quick release hinges. It is reversible in the field. The perforation pattern is 63% open, as opposed to the less-desirable 61%. Meets all of your requirements for one person, tool-less installation.
16. The rear door has a handle lock and is perforated, with quick release hinges. It is reversible in the field. The perforation pattern is 63% open, as opposed to the less-desirable 61%. Meets all of your requirements for one person, tool-less installation.
17. Side panels are available in solid or perforated version, with keyed lock that matches the front and rear door. Meets all of your requirements for one person, tool-less installation. Does not interfere with cable routing along the sides of rackmounted equipment.
18. The fan top is mounted in the roof and fan tray does not encroach on the mounting space. The design can be changed out without removing cables from grommet panels.
19. The cabinet ships with four adjustable leveling feet to help provide a stable base while installed on an uneven floor surface and to prevent rolling. The cabinet has provisions for adding an anti-tip foot at the factory or in the field.
20. Baying or ganging of cabinets can be accomplished without disturbing any rack mounted equipment or cables. The baying method can be accomplished quickly by one person using minimal hardware without having to move the cabinet in any special manner. The baying hardware is provided with every cabinet and is not required to be purchased as a separate kit. The baying or unbaying of any cabinet is possible only when access to the cabinet has been granted;
21. The cabinet design allows a clearance for wiring access of at least three (3) inches between the front vertical mounting rails and the inside surface of the front door. The cabinet design allows a clearance for wiring access of at least one and one-half (1.5) inches between the side panel and the vertical mounting rails;
22. The recommended routing of cables or power cords, or the mounting of vertical power strips in the rear of the cabinet does not block the front-to-rear airflow required by servers.

Price is FOB Destination, anywhere within Iowa, shipping and handling costs included with one exception. If the unit is ordered as a rack only or pre-configured into a cabinet at time of purchase, freight costs are included.

If optional equipment is ordered after a basic rack has been delivered, shipping charges will be prepay and add on the accessory items only. This saves the state a great deal of money. Let me explain.

Two side panels weight about 60 lbs. When configured with a frame and other parts at the factory and shipped all together, you have the advantage of the discount of shipping more lbs at one time to one location. The added freight cost for shipping a rack with side panels is about \$20 more as opposed to shipping a unit without side panels. However, if you order side panels after a basic rack has already been delivered and is in the field, it costs about \$90 to ship the same side panels. They have to be crated in their own box, put on their own skid and you don't have the advantage of the discounted rate as the weight of the shipment increases.

If we priced each accessory with shipping included as if it was going to ship separately, you would pay a great deal too much per cabinet. See below for example

Part #	Shipping Cost
Frame only	\$223
Complete Cabinet (including all accessories)	\$342

Accessories shipping cost if shipped as individual items

Power Strip	\$45	
Cable Chanel	\$25	
Sliding Shelf	\$19	
Solid Door	\$125	(ships on skid, in wooden box if sent separately)
Perforated Door	\$125	(ships on skid, in wooden box if sent separately)
Side Panels	\$90	(ships on skid, in wooden box if sent separately)
Fan Panel	\$40	
Bus Bar	\$15	
Anti Tip Plate	\$20	

A configured server cabinet with a frame, solid rear door, perforated front door, solid side panels, power strip, bus bar, anti tip plate, fan top and shelf would cost \$1730.52 including freight if shipped at one time. If we have to price each part to include freight cost as if shipping separately, the same cabinet would cost \$2115.52. The state saves a great deal of money by shipping freight prepay and add on the accessories shipped at a later date. Freight costs are not built into the accessories price list.

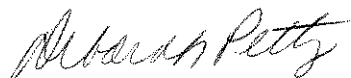
All items are new and carry full USA OEM warranty.

EXPRESS WARRANTY, LIMITATION, EXCLUSION And DISCLAIMER OF UNSTATED WARRANTIES. Seller warrants that product(s) supplied hereunder shall, at time of delivery to Buyer, conform to the published specifications therefore. Seller agrees to cure any failure of any such product(s) to conform to such warranty by, at Seller's opinion, the repair or replacement thereof or refunding the price allocated to such nonconforming products. Examination and repair or replacement of such Equipment will be effected on location or at Seller's facilities, at Seller's opinion, with no charge to Purchaser within the warranty period, transportation charges prepaid. If examined Equipment is found not to be defective or is not for some other reason within warranty coverage, Seller's service time expended on and off location including transportation fees will be charged to Purchaser.

Seller Warrants to original purchaser only for a period of five years from the date of purchase that the goods sold hereunder will be free from defects in material and workmanship. Seller will have no warranty obligation under this warranty if the Equipment is subject to abuse, misuse, negligence or accident. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED. Purchaser's sole and exclusive remedy, whether in contract, in tort, under any warranty, otherwise, shall be the repair or replacement, at the Seller's opinion, of any defective parts.

Contracted price is based on two years, allowing costs for freight to be adjusted every 6 months if needed.

Sincerely,



Deborah Petty

Rackmount Solutions, Ltd.

Rackmount Solutions, Ltd. holds GSA Contract # GS-35F-0208R for IT 70 and is an approved vendor on ITSS (IT Solutions Acquisitions System). Small business, Certified woman owned by WBENC

- 14 The vertical mounting rails shall have infinite depth adjustment in the field. The vertical mounting rails shall be constructed of 14 gauge steel and have square equipment mounting holes or threaded holes. The vertical mounting rails shall have each U space identified by a line at the top and the bottom of each U. The number U space shall be marked on the middle hole of each U. Each U consists of three holes and measures 1.75-inches (44.45mm) high;
- 15 The front door shall be designed with quick-release hinges allowing for easy detachment in the field by one person without the use of tools. The front door shall be designed to be reversible in the field so that it opens from either side. The front door shall be perforated to comply with major server manufacturers' requirements for proper airflow. At a minimum, the perforation pattern shall be 61 percent open;
- 16 The rear door shall be designed with quick-release hinges allowing for quick and easy detachment in the field by one person without the use of tools. The rear door shall be perforated, like the front door, and be designed to be reversible in the field so that it opens from either side;
- 17 Side panels shall be removable in the field by one person without the use of tools. The side panels shall not preclude cable routing along the side of installed rack mount equipment;
- 18 The cabinet shall provide provisions to mount a roof mounted fan tray, and the fan tray shall not encroach on the mounting space. The roof shall be modular in design so style can be changed out without removing cables from grommet panels;
- 19 The cabinet shall ship with four adjustable leveling feet to help provide a stable base while installed on an uneven floor surface and to prevent rolling. The cabinet shall have provisions for adding an anti-tip foot at the factory or in the field;
- 20 Baying or ganging of cabinets shall be accomplished without disturbing any rack mounted equipment or cables. The baying method shall be able to be accomplished quickly by one person using minimal hardware without having to move the cabinet in any special manner. The baying hardware should be provided with every cabinet and not require the purchase of separate kits. The baying or unbaying of any cabinet shall be possible only when access to the cabinet has been granted;
- 21 The cabinet design shall allow a clearance for wiring access of at least three (3) inches between the front vertical mounting rails and the inside surface of the front door. The cabinet design shall allow a clearance for wiring access of at least one and one-half (1.5) inches between the side panel and the vertical mounting rails;
- 22 The recommended routing of cables or power cords, or the mounting of vertical power strips in the rear of the cabinet shall not block the front-to-rear airflow required by servers.

The undersigned bids the following and agrees to all terms and conditions stated herein.

	Price EA in US Dollars	Delivery Time Business Days ARO
Unit as specified above. Attach detailed product data sheet. State Make: <u>Server Cab</u> Model <u>P7314364L</u> <u>External</u> Length <u>38.5</u> Width <u>24</u> Height <u>79.5</u>	717 ⁵⁰	10

Optional Equipment Specifications:

Attach complete Product Data Sheets on each:	Price EA in US Dollars
a) Steel lacing or mounting straps available at the rear of both sides of the cabinet to support power strips on both sides and/or cable management (Equal to Wrightline # V3LACN74);	108 ⁴⁰
b) Power strips mountable vertically at the back of the cabinet and containing at least 10 outlets, 15A, 125V (Equal to Wrightline # LPS6015);	75 ¹⁰
c) A19-inch rack-mountable roll-out shelf, 28-inches deep, with mounting hardware (# Equal to Wrightline V3RS1928); <u>27" d</u>	106 ⁶¹

d)	Front and rear doors in solid and perforated options. Front door and rear doors shall have a handle and lock using a universal key that unlocks the side panel lock. Options for different keyed locks with master override shall be available. (Perforated - Equal to Wrightline # V3P7427L);	138.30 176.25
e)	Side panels in solid and perforated options (Equal to # V4PP7436);	99.20/184.20
f)	A roof-mounted fan tray (# Equal to Wrightline V4T27364);	122.20
g)	A grounding strap or bus bar mountable vertically at the back of the cabinet (Equal to Wrightline # V3CBB74);	130.85
h)	A stabilizing or anti-tip plate that is mountable at the bottom exterior of either side of the cabinet (Equal to Wrightline # V3ATFT00);	46.30

Solid
Perf
Solid
Perf

Prices must be **FOB Destination anywhere within Iowa**, all shipping and handling costs included, **Net 60 days payment terms**. All Product (as priced above) to be new and carry the full USA OEM Warranty. Provide complete product data sheets with bid for all proposed products itemizing all specifications as proposed, plus complete warranty and support details. Contracted Prices shall remain firm for at least two years. Contract(s) will be awarded based on price of units that meet above specifications. The State of Iowa intends to award one contract for each make / model offered that meets the above specifications and only to the one vendor proposing the lowest price on that make / model. Contract(s) may be mutually renewable on an annual basis, not to exceed six years in total contract term, depending upon such factors as satisfactory vendor / product performance, technical support and price escalation history.

The State does not pay tax. Standard State of Iowa Terms and Conditions per attached will apply.

Bid to be valid for 90 days. No part of bid may be marked confidential. Submit signed Federal W9 form with bid.

All questions regarding this bid must be submitted before August 4, 2005 via Email only to: ashley.super@iowa.gov

Updates to this bid will be posted at: <http://eservices.iowa.gov/rfp/> or upon request.

YOUR SIGNATURE (required): Deborah Petty

Date: 8-12-05

Name (printed): Deborah Petty

Phone #: 866 207 6631 X 335

Company Name: Rackmount Solutions Ltd

Fax #: 972 276 6484

Mailing Address: P.O. Box 451537

FEIN # 06-1703393

City State Zip: Garland, TX 75045

Email Address: dpetty@rackmountsolutions.net

Bid must be received in a SEALED ENVELOPE no later than 3:00 PM CT on August 15, 2005
Sealed Envelope must be marked with Bid # and Due Date.

Submit bid only to:

Ashley Super, PAIII
Iowa Department of Administrative Services, GSE
Hoover State Office Bldg, Level A
Des Moines, IA 50319
Fax: 515-242-5974
Ph: 515-281-7073
Email: ashley.super@iowa.gov



Iowa Department of
Administrative Services
General Services Enterprise



Quote

26666

915 South Jupiter Road | Garland, TX 75042
 Tel: 1-866-207-6631 | Fax: 972-276-6484 | www.rackmountsolutions.net
 GSA Contract # GS-35F-0208R Approved vendor on ITSS (IT Solutions Acquisitions System)

DATE 8/12/2005

Quote is good for 30 days

Quoted To: Iowa Dept of Administrative Svcs, GSE
 Ashley Super, PA III
 Hoover State Office Bldg, Lvl A
 Des Moines, IA 50319
 515-281-7073

Phone: 515-281-7073
 E-mail: ashley.super@iowa.gov
 Your Rep: DP
 Ship Via: Best Way
 FOB: Destination
 Terms: Net 60
 Delivery/Dock Info: Dock to dock

Item	Description	Qty	Unit Price	Total
P731936-4L	42u Production Server Frame Assembly <i>with rails</i> Outside dimensions: 79.5"h x 24"w x 38.5 "d (with 2 doors 41") Inside usable: 73.62"h x 19"w x 32' (typical), 36.75" (maximum) -14 gauge steel construction -42u, fully adjustable mounting rails. Reversible to provide universal square hole or 10-32 hole. (Recessed 1.5" from front of frame) -"U" Label marking on front and rear mounting rail providing a line mark at top and obtom of each "u" space and with each "u" space numbered between the lines, beginning with no. 1 at top. -Floormount style base with (4) leveling feet -Open top frame with integral cable egress: (2) 4.5" dia holes with grommets and covers located in rear corners -Primary ground stud, 1/4-20 bottom rear corner. -Secondary ground studs, 10-32 (5) places -Load rating: 1800 lbs -Rackmount hardware included, bag of 50 -Joining kit hardware included	1	717.50	717.50
PCMC73-V-2	42u Production Cabinet Cable Management Channel with velcro retaining straps (set of 2, mounted one at each rear corner)	1	108.40	108.40
PS7015a	70" vertical power strip 115V, 15a with 11 NEMA5-15R receptacles, 15a circuit breaker, 6' cord with 5-15P plug. UL listed.	1	75.10	75.10
SS1927	19" w sliding shelf 27"d. Holds 100 lbs. Mounts to front and rear flanges	1	106.61	106.61
PD7319	42u Solid Door 16ga steel. Includes ground stud, locking swing handle and lift-off, field reversible hinges (keyed same as side panels).	1	138.30	138.30
PPD7319	42u Perforated Door 16 ga steel, with fully perforated, 63% open, steel insert. Includes ground stud, locking swing handle and lift-off, field reversible hinges (keyed same as side panels).	1	176.25	176.25
PSP7336QR-L	42u Solid Side Panel Quick-Release, 18ga steel. Pivots at bottom, latches at top. Includes ground stud and keylock. (Keyed same as front and rear doors). Priced individually	1	99.70	99.70

Freight is an estimate and subject to change pending delivery conditions and fuel surcharges by transport company. Shipments are FOB origin, freight prepay & add. Quote is good until date indicated above. Items cannot be returned without a RMA. Conditions apply.

Total

Rackmount Solutions, Ltd.

Page 1

Remit to: P.O. Box 451537 | Garland, TX 75045-1537



RACKMOUNT SOLUTIONS, LTD

where customer service matters

Quote

26666

915 South Jupiter Road | Garland, TX 75042

Tel: 1-866-207-6631 | Fax: 972-276-6484 | www.rackmountsolutions.net

GSA Contract # GS-35F-0208R Approved vendor on ITSS (IT Solutions Acquisitions System)

DATE 8/12/2005

Quote is good for 30 days

Quoted To: Iowa Dept of Administrative Svcs, GSE
Ashley Super, PA III
Hoover State Office Bldg, Lvl A
Des Moines, IA 50319
515-281-7073

Phone: 515-281-7073

E-mail: ashley.super@iowa.gov

Your Rep: DP

Ship Via: Best Way

FOB: Destination

Terms: Net 60

Delivery/Dock Info: Dock to dock

Item	Description	Qty	Unit Price	Total
PPSP7336QR-L	42u Perforated Side Panel. Quick-Release, 18ga steel with fully perforated, 63% open, steel inserts. Pivots at bottom, latches at top. Includes ground stud and keylock. (Keyed same as front and rear doors). Priced individually	1	184.30	184.30
PFTP1926-2105	Production Cabinet fan top panel, externally removable, with ground stud. Includes (2) 4.5" 105 cfm exhaust fan assemblies with cord and plug.	1	122.20	122.20
PTP1936	Production Cabinet solid top panel, externally removable, with ground stud.	1	47.21	47.21
PPTP1936	Production Cabinet perforated top panel, externally removable, with ground stud.	1	34.50	34.50
PBB73	Bus Bar. 1/4 x 3/4 copper bar with (24) 10-32 tapped grounding holes.	1	130.85	130.85
PATP-19	42u Production Cabinet anti-tip plate. Mounted at front of cabinet base. 12ga steel.		46.30	46.30
Petty	<p>Freight is FOB Destination, prepay and add on the basic frame or on server cabinet configuration if shipped at one time to one location. Accessory parts ordered and shipped individually to job site after a frame has been delivered are at prepay and add. <i>See Letter</i></p> <p>Rackmount Solutions, Ltd. holds GSA Contract # GS-35F-0208R for IT 70 and is an approved vendor on ITSS (IT Solutions Acquisitions System) Small Business, Certified by WBENC as Woman-owned business enterprise.</p> <p>Your account rep is Deborah Petty. Feel free to call with any questions or email dpetty@rackmountsolutions.net Tel: 866-207-6631, Fax: 972-276-6484</p>			

Freight is an estimate and subject to change pending delivery conditions and fuel surcharges by transport company. Shipments are FOB origin, freight prepay & add. Quote is good until date indicated above. Items cannot be returned without a RMA. Conditions apply.

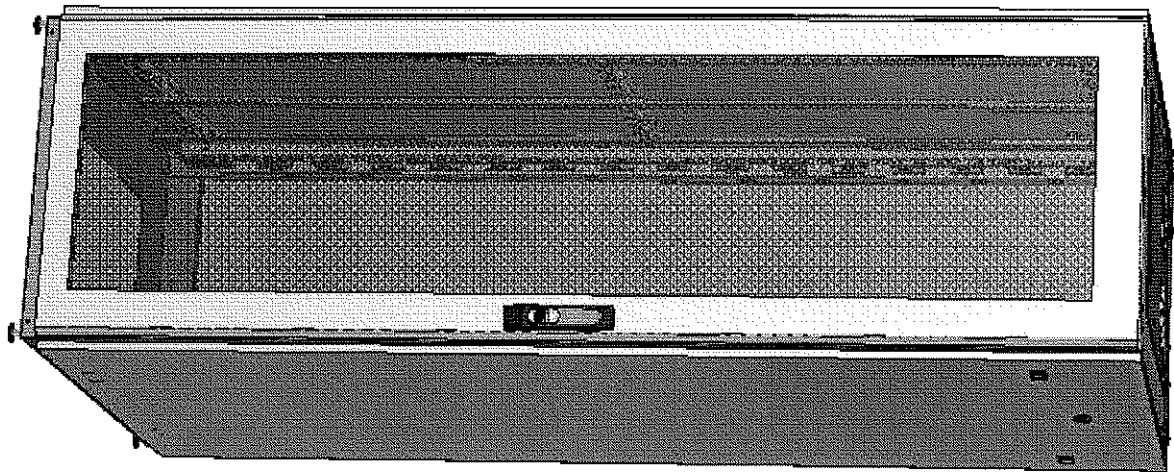
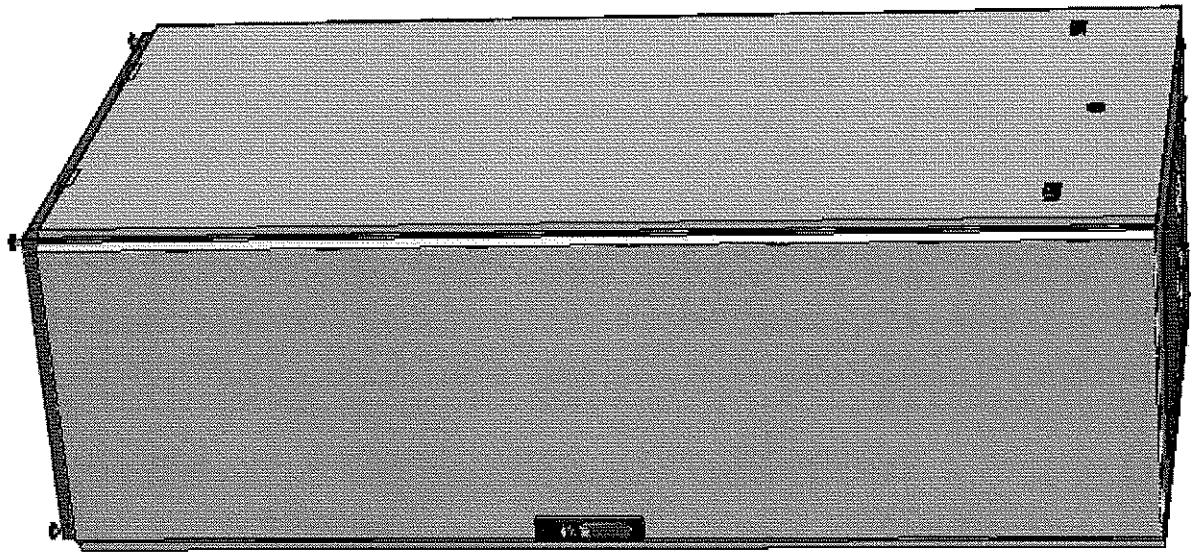
Total

\$1,987.22

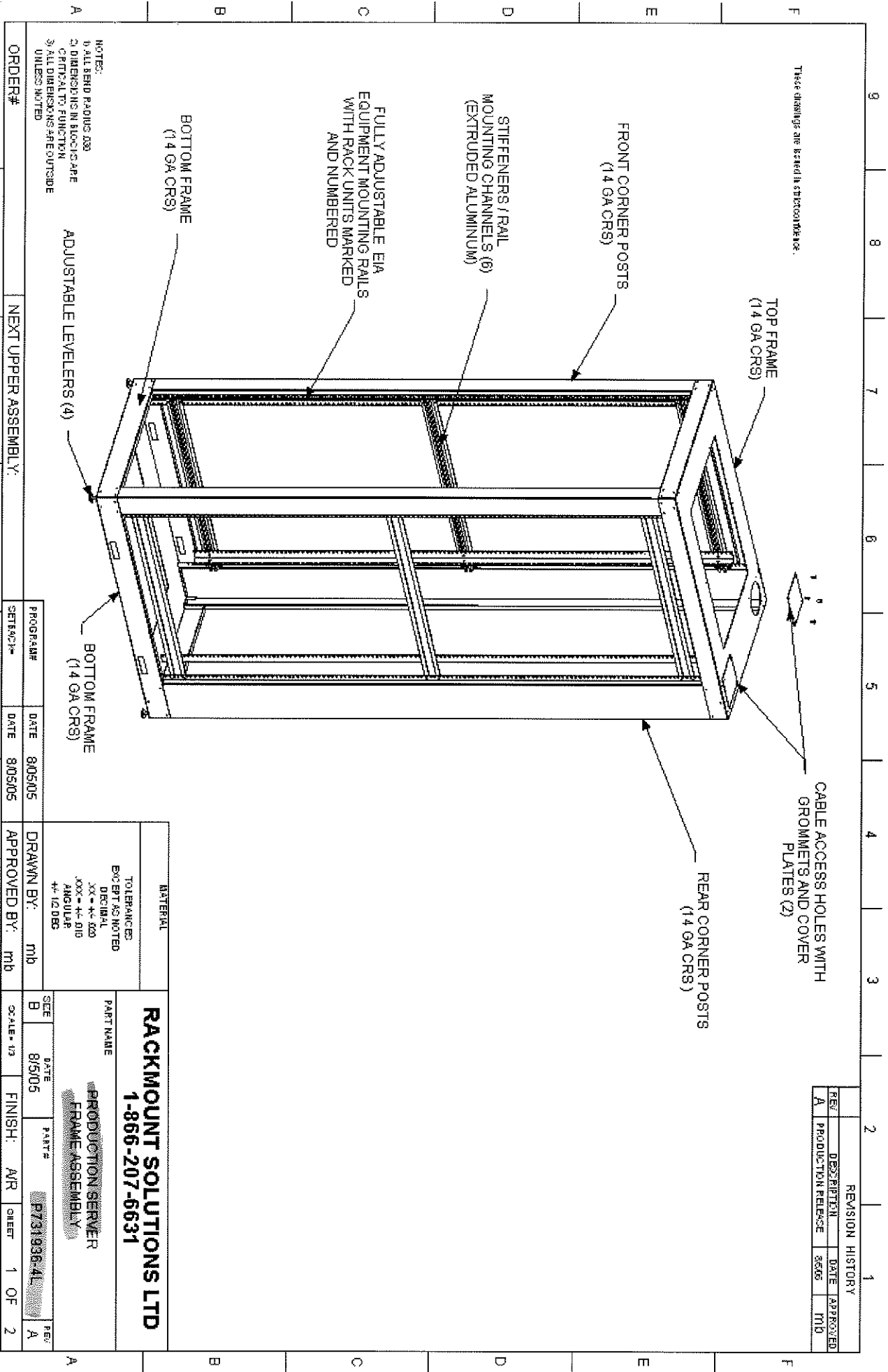
Rackmount Solutions, Ltd.

Page 2

Remit to: P.O. Box 451537 | Garland, TX 75045-1537



These drawings are issued in strict accordance.



NOTES:
 1. ALL BEND RADII ARE 2X DIMENSIONS IN BLOCKS ARE CRITICAL TO FUNCTION
 2. ALL DIMENSIONS ARE OUTSIDE UNLESS NOTED

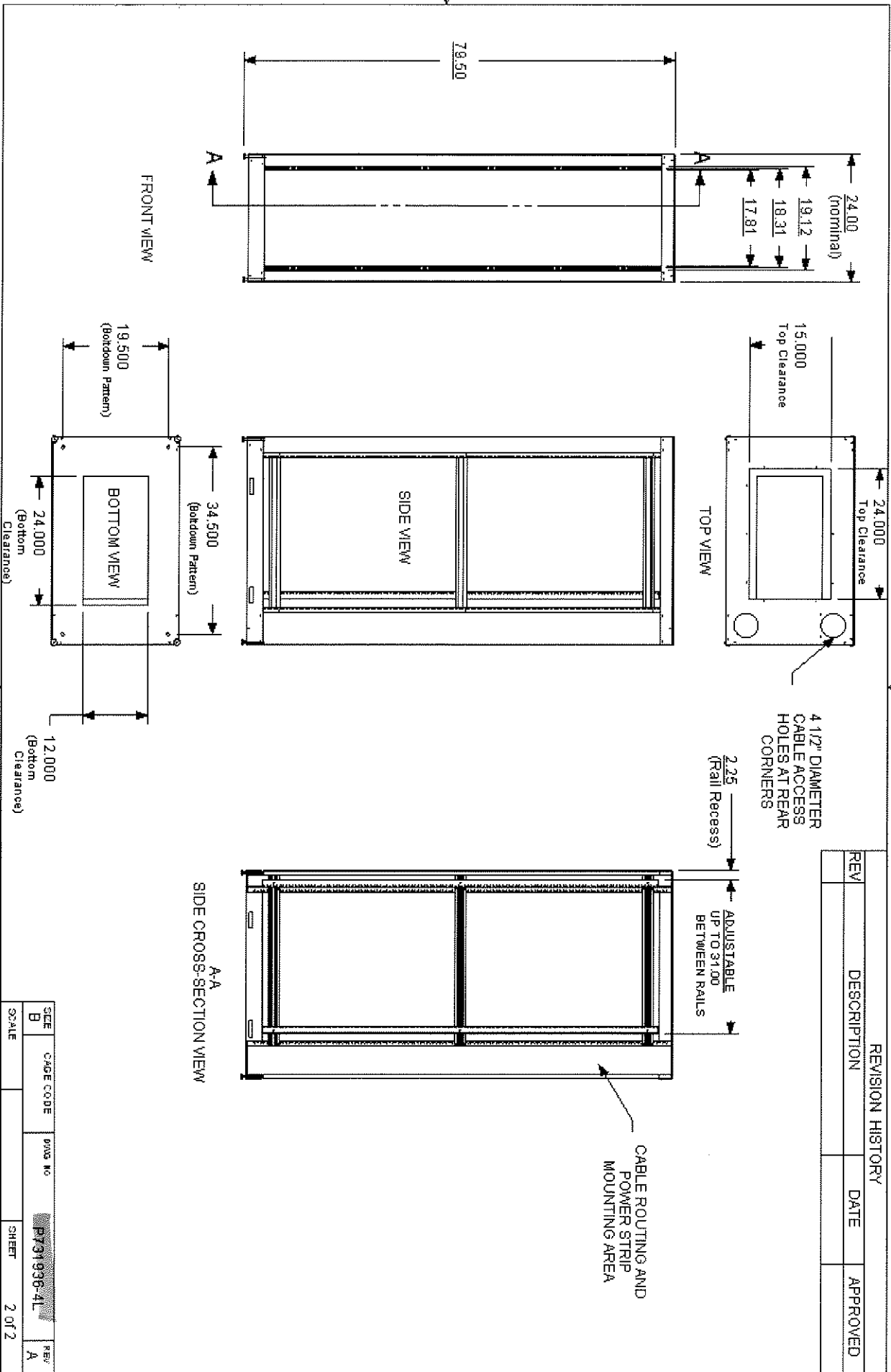
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SETUP#	DATE	8/05/05	APPROVED BY:	mb	SCALE	1/2	FINISH:	AVR	QRETT
									1 OF 2

RACKMOUNT SOLUTIONS LTD
 1-866-207-6631

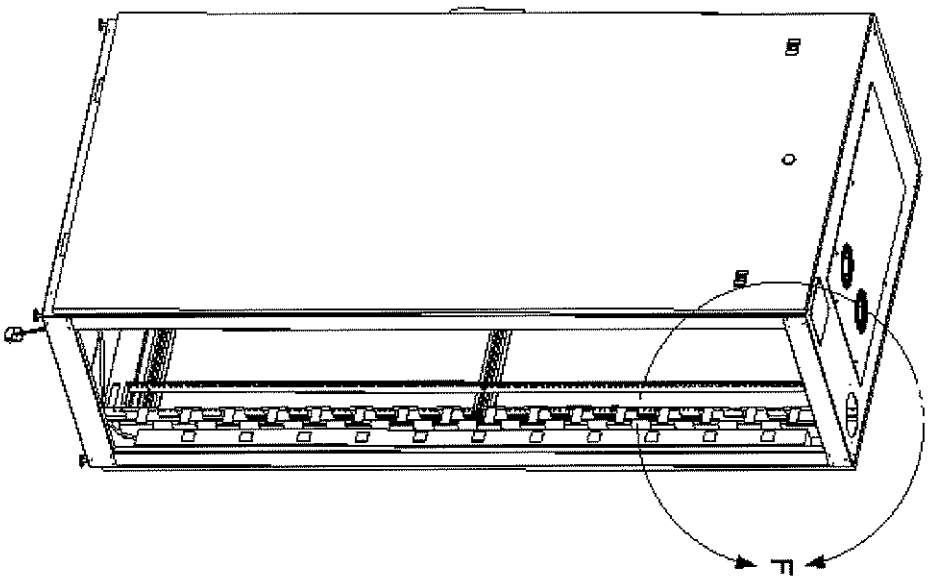
TOLERANCES
 EXCEPT AS NOTED
 DECIMAL
 .XX - .XX .000
 .XXX - .XX .010
 ANGULAR
 +/- .10 DEG

PART NAME
 PRODUCTION SERVER
 FRAME ASSEMBLY

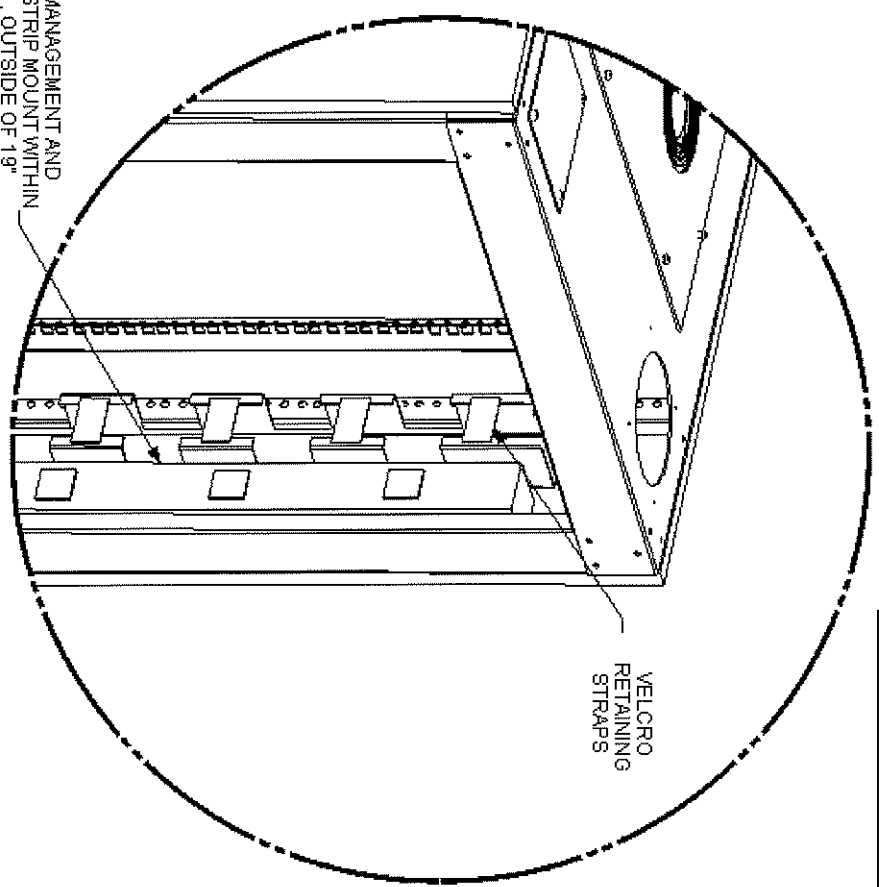
W/L part # V4742736
 rails V5742021



These drawings are based on electronic file.



CABLE MANAGEMENT AND POWER STRIP MOUNT WITHIN FRAME, OUTSIDE OF 19" RACKMOUNT AREA



VELCRO RETAINING STRAPS

REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
A	PRODUCTION RELEASE	8/5/05	mb

NOTES:
 1) ALL BEND RADII 0.00
 2) DIMENSIONS IN BRACKETS ARE CRITICAL TO FUNCTION
 3) ALL DIMENSIONS ARE OUTSIDE UNLESS NOTED

MATERIAL		TOLERANCES EXCEPT AS NOTED	
		DECIMAL .XX - \pm .000	
		XXX - \pm .010	
		ANGULAR \pm .12 DEG	
PROGRAM#	DATE	DRAWN BY:	DATE
SETBACK	8/5/05	mb	8/5/05
		APPROVED BY:	DATE
		mb	8/5/05
		SCALE: 1:1	FINISH: AIR
		SHEET 1	OF 1

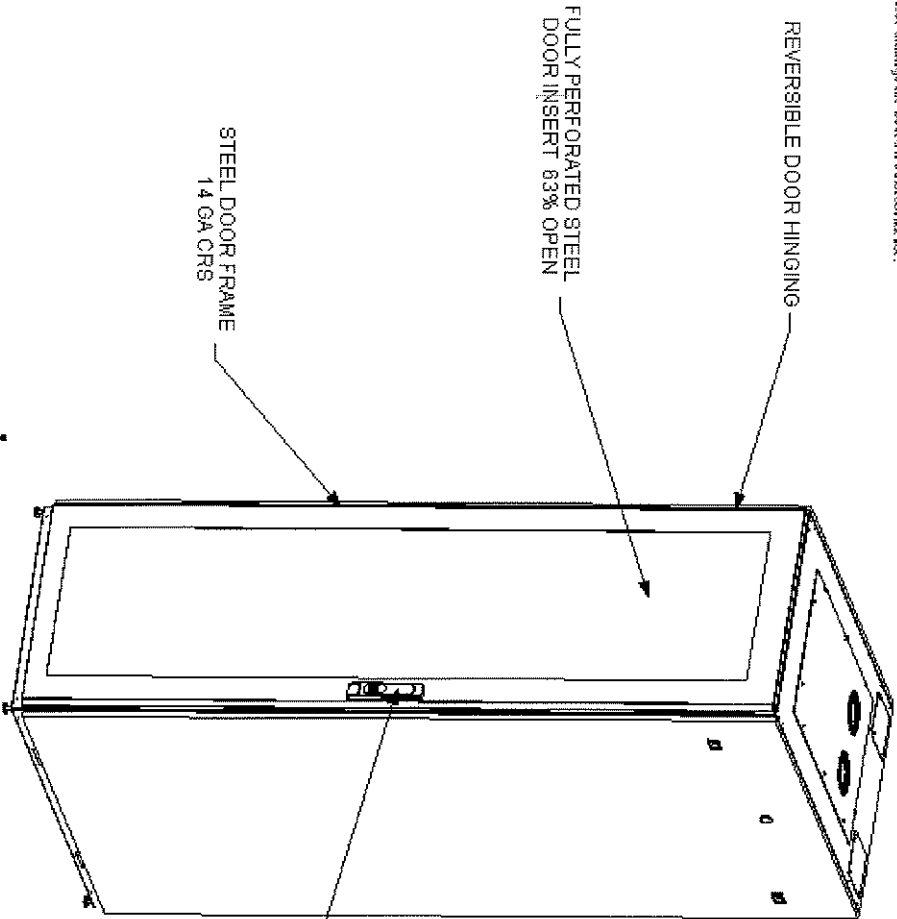
RACKMOUNT SOLUTIONS LTD
 1-866-207-6631

PART NAME
POWER STRIP AND CABLE MANAGEMENT CHANNEL

ORDER# NEXT UPPER ASSEMBLY:

WL# V 3LACN74
 P/5th.p LP56015

1. THESE DIMENSIONS ARE BASED ON STANDARD SPECIFICATIONS.



REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
A	PRODUCTION RELEASE	8/5/05	mb

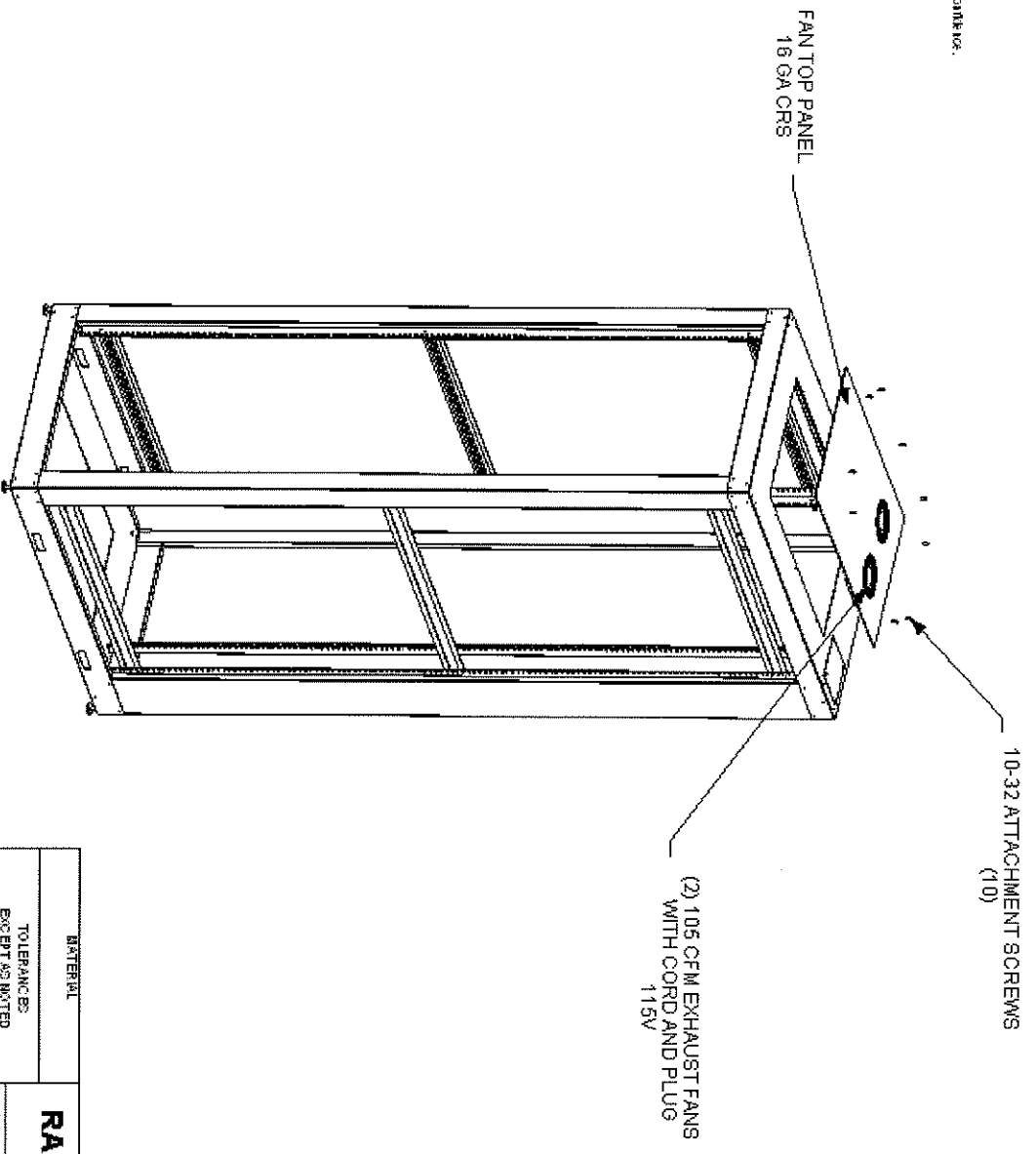
NOTES:
1. ALL BEND RADIUS ARE
2. DIMENSIONS IN BRACKETS ARE
3. ALL DIMENSIONS ARE OUTSIDE
UNLESS NOTED

PROGRAM#	DATE	8/5/05	DRAWN BY:	mb	DATE	8/5/05	FINISH:	AVR	CHEET	1	OF	1
SETBACK	DATE	8/5/05	APPROVED BY:	mb	SCALE	1:1						

MATERIAL		TOLERANCES EXCEPT AS NOTED DECIMAL XX - +.000 XXX - +.010 ANGULAR +/- .12 DMS	
PART NAME		RACKMOUNT SOLUTIONS LTD 1-866-207-6631 PERFORATED DOOR ASSEMBLY PRODUCTION SERVER CABINET	

WLPart# V3P7427L

These drawings are issued in electronic form.



REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
A	PRODUCTION RELEASE	8/5/05	MD

NOTES:
1) ALL BEND RADII ARE 20"
2) DIMENSIONS IN BRACKETS ARE CRITICAL TO FUNCTION
3) ALL DIMENSIONS ARE OUTSIDE UNLESS NOTED

ORDER#		NEXT UPPER ASSEMBLY:		PROGRAM#		DATE		DATE		DRAWN BY:		APPROVED BY:		SCALE: 1/2		FINISH:		A/R		Q/RT		OF	
9		8		7		6		5		4		3		2		1		1		1		1	

MATERIAL		TOLERANCES EXCEPT AS NOTED		DECIMAL		XX - +/- .000		XXX - +/- .010		ANGULAR		+/- 12.055	
RACKMOUNT SOLUTIONS LTD		1-866-207-6631		PART NAME		FAN TOP PANEL		PRODUCTION SERVER CABINET		DATE		8/5/05	
B		C		D		E		F		G		H	

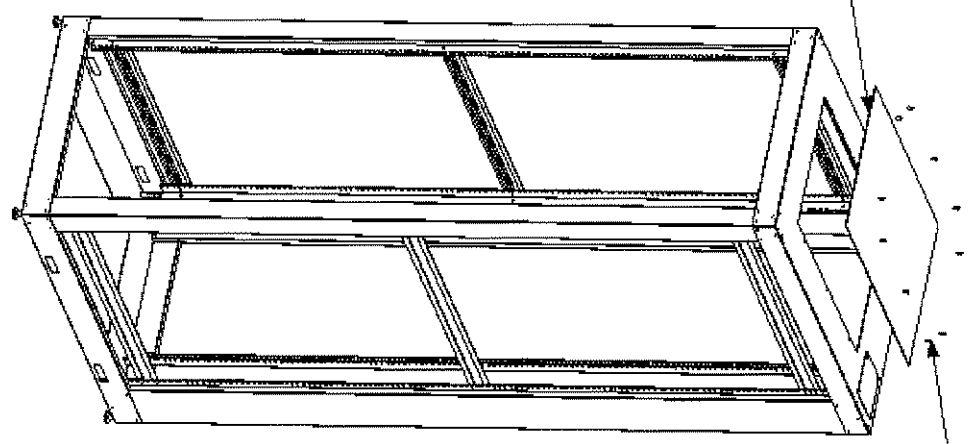
WLPart# V4T27364

9 8 7 6 5 4 3 2 1

REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
A	PRODUCTION RELEASE	8/5/05	mb

These drawings are based on 4800mm deep.

SOLID OR
PERFORATED
TOP PANEL
16 GA CRS

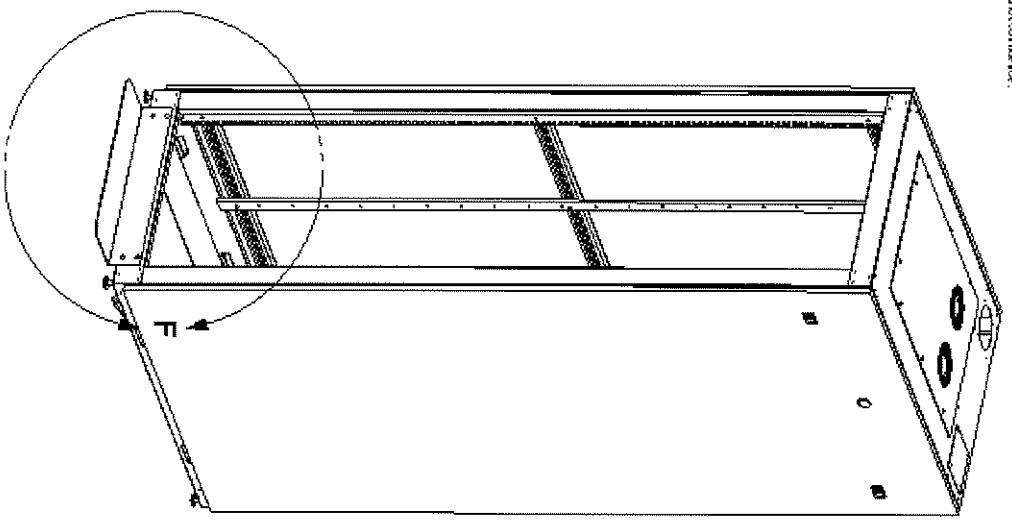


- NOTES:
- 1) ALL BEND RADII ARE 300
 - 2) DIMENSIONS IN SLOTTING ARE CRITICAL TO FUNCTION
 - 3) ALL DIMENSIONS ARE OUTSIDE UNLESS NOTED

ORDER#	9	8	7	6	5	4	3	2	1
NEXT UPPER ASSEMBLY:									
PROGRAM#	DATE	8/5/05	DRAWN BY:	mb	DATE	8/5/05	APPROVED BY:	mb	
SETBACK	DATE	8/5/05							

MATERIAL	TOLERANCES: EXCEPT AS NOTED DECIMAL XXX - \pm .000 XXXX - \pm .010 ANGULAR \pm .12 DEG
RACKMOUNT SOLUTIONS LTD 1-866-207-6631	
PART NAME SOLID AND PERFORATED TOP PANEL PRODUCTION SERVER CABINET	
SCALE: 1/32	DATE: 8/5/05
FINISH: A/R	PTP1936 & PPTP1936
CHEET: 1	OF: 1

These drawings are issued in electronic format.



NOTES:
1) ALL BEND RADIUS .000
2) DIMENSIONS IN BRACKET ARE
CRITICAL TO FUNCTION
3) ALL DIMENSIONS ARE OUTSIDE
UNLESS NOTED

ORDER#

NEXT UPPER ASSEMBLY:

PROGRAM#	DATE	8/5/05
SETBACK#	DATE	8/5/05

DRAWN BY:	mb
APPROVED BY:	mb

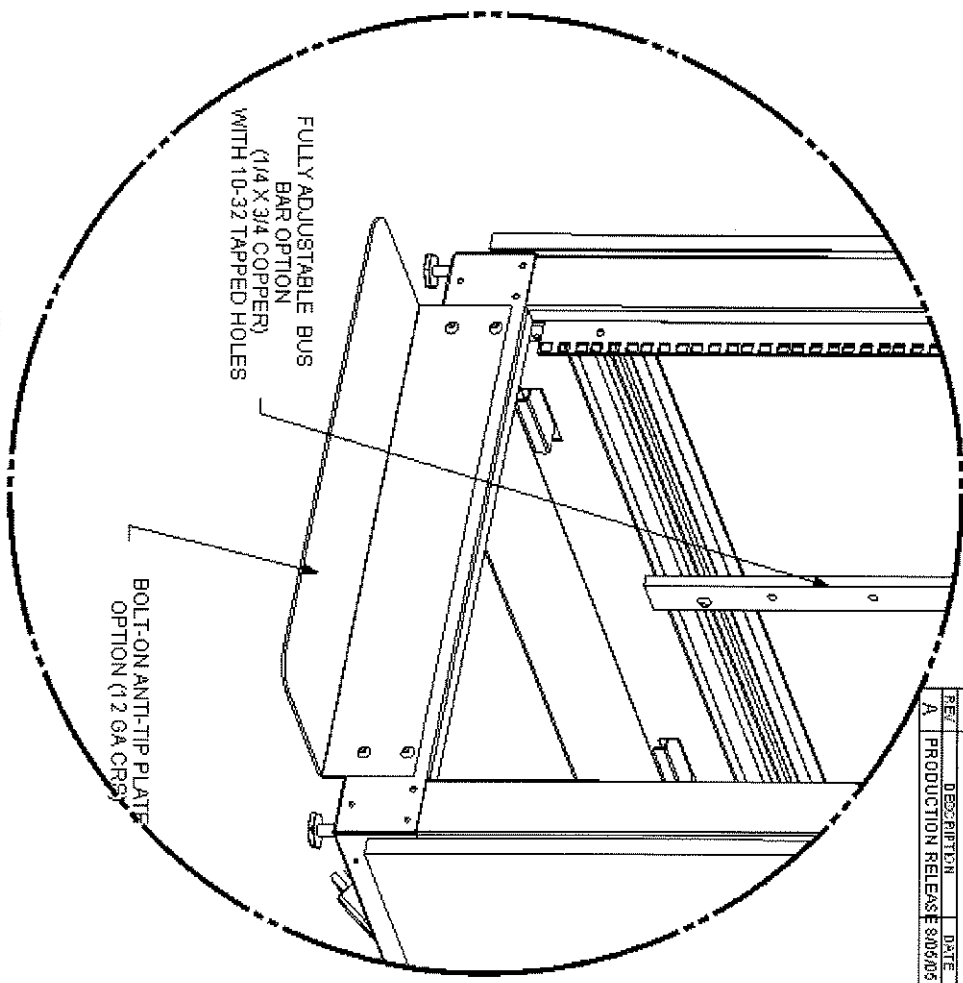
SCALE	1:1
FINISH	AKR

OF	1
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RACKMOUNT SOLUTIONS LTD
1-866-207-6631

ANTI-TIP PLATE AND BUS BAR
PRODUCTION SERVER CABINET

TOLERANCES
EXCEPT AS NOTED
DECIMAL
XX +.000
XXX +.010
ANGULAR
+.12 DEGS



REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
A	PRODUCTION RELEASE 8/5/05		mb

UL Part # V3AT FT00